

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

BENJAMIN RAMEY, LOURDES  
BURGOS, and TYLER THOMSON, *on*  
*behalf of themselves and all others*  
*similarly situated,*  
Plaintiffs,

V.

THE PENNSYLVANIA STATE  
UNIVERSITY,

Defendant.

No. 2:20-cv-00753-RJC

## CLASS ACTION

## PLAINTIFFS' THIRD NOTICE OF SUPPLEMENTAL AUTHORITY

Plaintiffs hereby provide this third notice of supplemental authority in other COVID-19 tuition and fee refund actions related to Plaintiffs' Memorandum in Opposition to Defendant's Motion to Dismiss (Dkt. No. 20).

The following opinions and orders deny university defendants' motions to dismiss, supporting plaintiffs' claims on similar grounds.

## I. Supplemental Authority

1). *Chong v. Northeastern Univ.*, 2020 U.S. Dist. LEXIS 233923 (D. Mass. Dec. 14, 2020), filed herein as Exhibit A. (Allowing plaintiffs' claims for breach of contract and unjust enrichment to move forward).

2). *Bergeron v. Rochester Inst. of Technology*, Case No. 6:20-cv-6283 (W.D. N.Y. Dec. 18, 2020), filed herein as Exhibit B. (Allowing plaintiffs' claims for breach of contract and unjust enrichment to move forward).

3). *Doe v. Bradley Univ.*, 2020 U.S. Dist. LEXIS 240698 (C.D. Ill. Dec. 22, 2020), filed herein as Exhibit C. (Allowing plaintiffs' claims for breach of contract and unjust enrichment to move forward).

4). *Bahrani v. Northeastern Univ.*, 2020 WL 7774292 (D. Mass. Dec. 30, 2020), filed herein as Exhibit D. (Allowing plaintiffs' claims for breach of contract and unjust enrichment to move forward).

5). *Garland v. Western Michigan Univ., et al.*, No. 20-000063-MK (Mich. Ct. Cl. Jan. 6, 2021), attached herein as Exhibit E. (Allowing plaintiffs' claims for breach of contract and unjust enrichment to move forward).

6). *In re: Boston University COVID-19 Refund Litigation*, Civil Action No. 20-10827-RGS, Memorandum and Order (D. Mass. Jan. 7, 2021), filed herein as Exhibit F. (Allowing plaintiffs' claims for breach of contract and unjust enrichment to move forward).

7). *Hiatt v. Brigham Young Univ.*, 2021 U.S. Dist. LEXIS 3269, Case No. 1:20-cv-00100-TS, Opinion and Order (D. Utah Jan. 7, 2021), filed herein as Exhibit G. (Allowing plaintiffs' claims for breach of contract and unjust enrichment to move forward).

8). *McCarthy v. Loyola Marymount Univ.*, Case No. 2:20-cv-04668-SB, Opinion and Order (C.D. Cal. Jan. 8, 2021), filed herein as Exhibit H. (Allowing plaintiffs' claims for breach of contract and unjust enrichment to move forward).

9). *Rhodes v. Embry-Riddle Aeronautical Univ., Inc.*, 2021 U.S. Dist. LEXIS 8047, Case No. 6:20-cv-927-Orl-40EJK, Opinion and Order (M.D. Fla. Jan. 14, 2021), filed herein as Exhibit I. (Allowing plaintiffs' claims for breach of contract and unjust enrichment to move forward).

10). *Grant v. Chapman Univ.*, Case No.: 30-2020-01146699, Order (Cal. Super. Ct. January 22, 2021), filed herein as Exhibit J. (Allowing plaintiffs' claim for breach of contract to move forward, and allowing plaintiff leave to amend the unjust enrichment claim to plead it in the alternative).

11). *Verdini v. District Bd. of Trustees of Miami-Dade College*, Case No.: 2020-17924-CA-44, Opinion and Order (Fla. 11th Cir. Ct. Feb. 1, 2021), filed herein as Exhibit K. (Allowing plaintiffs' claim for breach of contract to move forward, and dismissing the unjust enrichment claim only due to Florida's sovereign immunity laws).

Plaintiffs respectfully suggest that these decisions further support their position in this matter in opposition to Defendant's Motion to Dismiss.

Dated: February 16, 2021

Respectfully Submitted:

**CARLSON LYNCH LLP**

/s/ Gary F. Lynch  
Gary F. Lynch  
Edward W. Ciolko\*  
Nicholas A. Colella\*  
1133 Penn Avenue 5th Floor  
Pittsburgh, PA 15222  
P. (412) 322-9243  
F. (412) 231-0246  
E. glynch@carlsonlynch.com  
eciolko@carlsonlynch.com  
ncollella@carlsonlynch.com

-and-

**ANASTOPOULO LAW FIRM, LLC**

Eric M. Poulin\*  
Roy T. Willey, IV \*  
32 Ann Street  
Charleston, SC 29403  
P. (843) 614-8888  
F. (843) 494-5536  
E. eric@akimlawfirm.com  
roy@akimlawfirm.com

-and-

**BURSOR & FISHER, P.A.**

Joseph I. Marchese\*  
888 Seventh Avenue  
New York, NY 10019  
P. (646) 837-7150  
F. (212) 989-9163  
E. jmarchese@bursor.com

\*Admitted *Pro Hac Vice*

**ATTORNEYS FOR PLAINTIFFS**

**CERTIFICATE OF SERVICE**

I, Gary F. Lynch, hereby certify that on February 16, 2021 a true and correct copy of the instant notice was served *via* the Court's electronic filing system to all counsel of record.

/s/ Gary F. Lynch  
Gary F. Lynch